

REQUEST FOR PROPOSALS

FOR

GEORGE COUNTY, MISSISSIPPI

RFP #DDM-2020-002

DISASTER DEBRIS MONITORING



Proposals Due on December 4, 2020 no later than 10:00 A.M.

GEORGE County, MS
REQUEST FOR PROPOSALS
FOR
RFP #DDM-2020-002
DISASTER DEBRIS MONITORING

PURPOSE:

GEORGE County MS (COUNTY) is soliciting sealed proposals to provide **Disaster Debris Monitoring** services in response to the impact of Natural Disasters.

Notice is hereby given that the GEORGE County will receive bids in the office of the Chancery Clerk, 355 Cox Street, Lucedale, MS 39452 until 10:00 A.M. local time on the December 4, 2020.

INSTRUCTIONS TO PROPOSERS:

Firms or companies desiring to provide services, as described in the Scope of Work, shall submit **1 original, 4 copies and 1 electronic version. Proposals** must be delivered to COUNTY in a sealed package, clearly marked on the outside, **RFP #DDM-2020-002 DISASTER DEBRIS MONITORING** and addressed to:

GEORGE County, Mississippi
Attn: Chancery Clerk
355 Cox Street
Lucedale, MS 39452

Offers by telephone or telegram will not be accepted. Also, proposers are instructed NOT to fax or email their proposal. Faxed or emailed proposals shall be rejected as non-responsive regardless of when the fax or email is received.

Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

It is the sole responsibility of the bidder to ensure that his or her Proposal reaches the COUNTY. The time and date for receipt of Proposals will be scrupulously observed. Late deliveries or mail delays will be rejected as non-responsive regardless for the reason for delay.

TERMS AND CONDITIONS:

1. The COUNTY reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the COUNTY, or to award a contract to the next most qualified proposers if a successful proposer

does not execute a contract within thirty (30) days after approval of the selection by the COUNTY.

The COUNTY has the right, to cancel a solicitation at any time prior to approval of the award by the COUNTY.

2. The COUNTY reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

3. Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the COUNTY the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

4. Proposals shall be sealed, and proposers should indicate on the packaging of their proposal the following:

A. RFP #DDM-2020-002 DISASTER DEBRIS MONITORING

B. Due Date - December 4, 2020

C. Name and Address of Proposer

5. Costs of preparation of a response to this request for proposals are solely those of the proposers. The COUNTY assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the COUNTY bear no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

6. The proposer receiving the award will obtain or possess the following insurance coverage's and will provide Certificates of Insurance to the COUNTY and to verify such coverage.

- a. Workers' Compensation – The vendor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$1,000,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY and its agents, employees and officials.
- b. Commercial General Liability – The vendor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$1,000,000.00.
- c. Business Automobile Liability – The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.
- d. Professional Liability (Errors & Omissions) – The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be as least twice the required per claim limit.

7. The consultant awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this RFP. The COUNTY shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the agreement. This information shall be made accessible at the awardees place of business to the COUNTY, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

8. It is the intent of the COUNTY to enter into a contract for a 1-year period ending December 31, 2021, with the option to extend one (1) additional one-year, if the County should determine extended services would be needed.

QUESTIONS REGARDING THIS RFP:

All questions or concerns regarding this Request for Proposals must be submitted in writing to the COUNTY. The COUNTY may issue an addendum to the Request for Proposals for distribution to all known prospective proposers.

Please submit all proposal questions by email to:

Connie Shockley

bos@georgecountymiss.gov

No oral interpretation of this Request for Proposal shall be considered binding. The COUNTY shall be bound by information and statements only when such statements are written and executed under the authority of the Board of Supervisors.

PROPOSAL FORMAT:

Proposers must succinctly respond in the format delineated below. Elaborate, irrelevant, or otherwise unnecessary information will not be considered.

The following information should be tabbed to identify the required information. Failure to submit this information may render your proposal non-responsive.

1. QUALIFICATIONS OF THE FIRM

- a. Provide a description and history of the firm focusing on previous governmental experience. Only past experience as the prime contractor will be considered. Firm qualifications must include, at minimum, the following:
 - Recent experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.
 - Documented knowledge and experience coordinating with Federal, State and Local emergency agencies.
 - Experience representing local governments with various state and federal funding sources and reimbursement processes, including FEMA (Federal Emergency Management Agency), and other agencies, both state and federal, related to storm recovery.
 - Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, sand recovery and beach remediation, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management, and hauler invoice reconciliation and contracting.
- b. Provide three (3) references for which the firm has performed services within the past five (5) years that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers and date of the contract.

2. QUALIFICATIONS OF STAFF

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to project manager, collection and disposal operations managers, data manager, etc.) should be full time employees of the proposing firm and have experience, working for the Proposer, in the following:

- a. Experience demonstrating current capacity and current expertise in debris removal, solid waste and hazardous waste management and disposal.

- b. Documented knowledge and experience of Federal, State and Local emergency agencies, state and federal programs, funding sources and reimbursement processes.
- c. Experience with special disaster recovery program management services including private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, data management, and hauler invoice reconciliation and contracting, and FEMA appeals assistance.

3. TECHNICAL APPROACH

Provide a description of the Proposer's approach to the project, to include startup procedures/requirements, debris estimate methodology, analysis of debris recovery operations and management of the debris recovery contractors, billing/invoices reporting procedures to FEMA and the COUNTY.

4. COST PROPOSAL

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein. The Cost Proposal will be evaluated on the hourly rates submitted on the cost proposal form for the labor positions listed.

Proposer agrees that any service agreement issued under this selection, will provide the following terms, such that payment of all invoices will only be made once all supporting documentation has been reviewed and approved by the contract PA administrator and FEMA agency representatives, and only upon receipt of funding being received by the county.

5. REQUIRED FORMS

Each Proposer must include fully executed forms that were included in this RFP. These forms include; PROPOSER'S CERTIFICATION, ANTI-COLLUSION AFFIDAVIT, ANTI-LOBBYING AFFIDAVIT, CONFLICT/NON-CONFLICT OF INTEREST/LITIGATION STATEMENT, and DRUG-FREE WORKPLACE AFFIDAVIT

SELECTION CRITERIA

The following weighted criteria will be utilized to select the consultant awarded this contract.

Qualifications of Firm	25
Qualifications of Staff	25
Technical Approach	30
<u>Cost Proposal</u>	<u>20</u>
Total	100

SCOPE OF SERVICES

I. BACKGROUND

The COUNTY requires management, recovery, and debris monitoring services. SCOPE

A. DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the COUNTY. The selected firm must monitor all debris removal operations, beginning on the date when County requests the services and ending when the County advises that the services are no longer required for that time period. **Due to the COVID19 outbreak the CONTRACTOR shall furnish all his/her employees with all necessary PPE to protect them and the citizens of GEORGE County.** Specific services may include:

- a. Coordinating daily briefings, work progress, staffing, and other key items with the COUNTY.
- b. Support with the selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
- c. Scheduling work for team members and contractors on a daily basis.
- d. Hiring, scheduling, and managing field staff. The staff should be trained and possess skills adequate to fulfill the duties of the job. The selected firm must provide a safe working environment for its staff.
- e. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- f. Assisting the COUNTY with responding to public concerns and comments.
- g. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.
- h. The Debris monitoring company shall utilize an Electronic Ticketing System to generate electronic debris load tickets for each load of debris generated. The Electronic Ticketing System shall capture a digital photograph, GPS coordinates, Electronic Signature, and a timestamp for each load of debris generated as it is loaded and as it dumped. The System shall also capture before and after photos of each Leaner, Hanger, and Stump removed along with GPS coordinates and timestamps. This information shall be transmitted electronically to a central information database that provides real time access to debris removal activities via a web-based interface. Along with the digital records, the system shall also have the ability to generate paper receipts in the field for redundancy and debris removal crew validation if requested by the COUNTY at no additional cost. The purpose of the Electronic Ticketing System is to provide the COUNTY with complete documentation of every load of debris generated for auditing and reimbursement purposes.
- i. Developing daily operational reports to keep the COUNTY informed of work progress.
- j. Development of maps, GIS applications, etc. as necessary.
- k. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the COUNTY for processing.
- l. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by County staff and designated debris removal contractors.
- m. Final report and appeal preparation and assistance.

END OF SCOPE

COST PROPOSAL FORM
Debris Monitoring RFP

The hourly labor rates shall include all applicable expenses, overhead, overtime, and profit.

This price proposal form must be fully completed and submitted. No substitute forms will be accepted. Proposals submitted without this fully completed price proposal, priced at competitive market pricing per each position, will be deemed nonresponsive and rejected.

DISASTER DEBRIS MONITORING SERVICES

POSITIONS

HOURLY RATES

Project Manager	\$ _____
Operations Manager	\$ _____
FEMA/PA Specialist	\$ _____
Data Manager	\$ _____
Administrative Assistant	\$ _____
Field Supervisors	\$ _____
Load Site Monitors	\$ _____
Debris Site/Tower Monitors	\$ _____

Proposal Ranking Form

Company _____

Selection Criteria	Points Available	Points Awarded
Qualifications of Firm	25	
Qualifications of Staff	25	
Technical Approach	30	
Cost Proposal	20	
Total		

DISASTER RELIEF AND RECOVERY PROVISIONS

FEDERAL FUNDING

The COUNTY has or may apply to the Federal government (either directly or through an intervening agency) for funds which will be used to pay the selected Contractor or reimburse the COUNTY for payments made to Contractor under the Contract, including but not limited to the Federal Emergency Management Agency ("FEMA") under its public assistance program. The selected Contractor shall be familiar with and comply with all laws, rules, regulations and programmatic requirements of the applicable State and Federal agencies providing financial assistance, including but not limited to the Federal Emergency Management Agency ("FEMA") and its public assistance program, in the performance of work under the Contract. Accordingly, in addition to the terms and conditions otherwise contained in the purchase order or contract ("Contract") to which this Exhibit is attached, with respect to any and all goods, services, work, or other matters performed or provided by Contractor or its subcontractors under the Contract, the provisions of this Exhibit entitled "Disaster Relief and Recovery Provisions" attached hereto and incorporated herein by this reference shall apply. In the event of any conflict between the provisions of this Exhibit and the other terms and conditions contained in the Contract, the terms of this Exhibit shall apply.

Contractor shall also comply with the terms and conditions of any federally funded subaward and grant agreement entered into between the COUNTY and the State of Mississippi.

INDEMNITY OF FUNDING ENTITIES

Contractor agrees to indemnify and hold harmless the State of Mississippi, the Federal Government and its agencies (including but not limited to the Federal Emergency Management Agency ("FEMA") and the COUNTY, and their officers, agents, employees and elected officials, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of the Contractor's, its officers', agents', employees' and subcontractors' acts or omissions associated with this Contract.

SUSPENSION AND DEBARMENT (§200.213)

CONTRACTOR(s) with The COUNTY are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS §200.321

- A. The COUNTY shall take all necessary affirmative steps to assure that minority business, women's business enterprises, and labor surplus area firms are used when possible. Bidders shall complete the MBWB Participation Statement, attached as Attachment 9.
- B. Affirmative steps shall include:
 - Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - Assuring that small and minority businesses, and women's business enterprises are

- solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Requiring the prime CONTRACTOR(s), if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE (§60-1.4)

During the performance of this contract, the CONTRACTOR(s) agrees as follows:

- A. The CONTRACTOR(s) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR(s) shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR(s) agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR(s), state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The CONTRACTOR(s) shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR(s) legal duty to furnish information.
- D. The CONTRACTOR(s) shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONTRACTOR(s) commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- E. The CONTRACTOR(s) shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The CONTRACTOR(s) shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the CONTRACTOR(s) non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR(s) may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The CONTRACTOR(s) shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each Sub-CONTRACTOR(s) or bidder. The CONTRACTOR(s) shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the CONTRACTOR(s) becomes involved in, or is threatened with, litigation with a Sub-CONTRACTOR(s) or bidder as a result of such direction, the CONTRACTOR(s) may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).

In compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), and under 40 U.S.C. 3702 of the Act, each CONTRACTOR(s) shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

E-VERIFY PROGRAM

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract. In addition, Contractor shall require any subcontractors performing work or providing services pursuant to the Contract to

verify the employment eligibility of all new employees hired by the subcontractor during the term of the Contract. The Contractor shall provide to the COUNTY, within thirty (30) days of the effective date of this Contract, documentation of such enrollment in the form of a copy of the E-Verify “Edit

Company Profile” screen”, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the “Edit Company Profile” link on the left navigation menu of the E-Verify employer’s homepage). Contractor further agrees that it will require each subcontractor that performs work under this Contract to enroll and participate in the E-Verify Program on the same terms as Contractor. Contractor shall obtain from its subcontractor(s) a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available to the COUNTY upon request.

CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387)

For contracts and sub grants of amounts in excess of \$150,000 the non-Federal CONTRACTOR(s) shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

COMPLIANCE WITH COPELAND “ANTI-KICKBACK”

- A. CONTRACTOR(s). The CONTRACTOR(s) shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The CONTRACTOR(s) or Sub-CONTRACTOR(s) shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the Sub-CONTRACTOR(s) to include these clauses in any lower tier subcontracts. The prime CONTRACTOR(s) shall be responsible for the compliance by any Sub-CONTRACTOR(s) or lower tier Sub-CONTRACTOR(s) with all of these contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR(s) and Sub-CONTRACTOR(s) as provided in 29 C.F.R. § 5.12.

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

CONTRACTOR(s) shall file the required certification. Each tier certifies to the tier above that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Bidders shall complete the Certification Regarding Lobbying, attached hereto as Attachment 7.

TERMINATION FOR CONVENIENCE

The COUNTY may terminate any awarded contract at any time for any reason by giving at least thirty (30) days’ notice in writing to the awarded Bidder. If the contract is terminated by the COUNTY as

provided herein, the awarded Bidder shall be entitled to receive payment for those services reasonably performed to the date of termination.

TERMINATION FOR CAUSE

If the awarded Bidder fails to comply with any of the terms and conditions of the awarded contract, The COUNTY may give notice, in writing, to the awarded Bidder of any or all deficiencies claimed. The notice shall be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, The COUNTY may, with no further notice, declare the awarded contract to be terminated. The awarded Bidder shall thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by The COUNTY by reason of the awarded Bidder's failure to comply with the awarded contract.

Notwithstanding the above, the awarded Bidder is not relieved of liability to The COUNTY for damages sustained by The COUNTY by virtue of any breach of this Contract by the awarded Bidder and The COUNTY may withhold any payments to the awarded Bidder for the purpose of setoff until such time as the amount of damages due The COUNTY from the awarded Bidder is determined.

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposals and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my Proposal will remain firm for a period of up to one hundred eighty (180) days in order to allow the COUNTY adequate time to evaluate the Proposals.

I agree to abide by all conditions of this Proposal and understand that a background investigation may be conducted prior to award.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing and able to perform if awarded the Contract.

I certify, under oath, that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service. I further certify that no officer, employee or agent of the GEORGE County or of any other Proposer has a financial interest in this Proposal. I further certify that he undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

NAME OF BUSINESS

Sworn to and subscribed before me

BY:

this _____ day of

SIGNATURE

_____, 2020

NAME & TITLE, TYPED OR PRINTED

Signature of Notary

MAILING ADDRESS/ OR IF DIFFERENT
YOUR PRINCIPAL PLACE OF BUSINESS

Notary Public, State of _____
Personally Known

COUNTY, STATE, ZIP CODE

-OR-
Produced Identification _____

() _____
TELEPHONE NUMBER

Type: _____

() _____
FAX NUMBER

DUNS Number: _____

EMAIL ADDRESS

Company Tax ID # _____
(The COUNTY only requires Company Tax Id numbers. The COUNTY is not requesting individual social security numbers.)

ANTI-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He is the _____ of _____ attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affidavit, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against _____, or any person interested in the proposed contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

_____ (Signature)

_____ (Printed Name and Title)

Subscribed and sworn to before me,
this the _____ day of _____, 20____.

Notary Public _____

County of _____, MS

My Commission expires _____

ANTI-LOBBYING AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He is the _____ of _____;
(Title) (Company Name)
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not collusive or sham bid;
4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees, sub-contractors or parties in interest, including in this affidavit, will nor has in any way used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or other award covered by 31 U.S.C. 1352, and
5. I will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure will include any disclosures from any of its officers, partners, owners' agents, representatives, employees, sub-contractors or parties in interest.

_____(Signature)

_____(Printed Name and Title)

Subscribed and sworn to before me,
this the _____ day of _____, 20____.

Notary Public _____

County of _____, MS

My Commission expires _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

- ☐ To the best of our knowledge, the undersigned proposer has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- ☐ The undersigned proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- ☐ The undersigned proposer has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation judgments entered and/or against such entities during the past ten (10) years.
- ☐ The undersigned proposer, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any court, during the past state or federal ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED
TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

**INSTRUCTIONS FOR CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned vendor in accordance with the requirements set forth within _____ Request for Proposal Number _____ dated _____, 20____, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S SIGNATURE

DATE